

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 40 Acres Pooling Provision
STANDARD LEASE W/ OPTION v.3

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

THIS LEASE AGREEMENT is made this 16th day of March, 2009, by and between St. Phillip Presbyterian Church, a Nonprofit Corporation, whose address is 745 W. Pipeline Rd. Hurst, TX 76053, as Lessor, and DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

6.815 ACRES OF LAND, MORE OR LESS, BEING LOT(S) 1, BLOCK(S) 1, OUT OF THE ST. PHILIP PRESBYTERIAN CHURCH ADDITION, AN ADDITION TO THE CITY OF HURST, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN CABINET A, SLIDE 7209, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the county of TARRANT, State of TEXAS, containing 6.815 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty Five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty Five Percent

(25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed ~~80~~ acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties

hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of Two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same as per net mineral acre bonus consideration, terms and conditions as granted for this lease.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

St. Philip Presbyterian Church

Signature: Anne Mitchell

Printed Name: Anne Mitchell

Title: Trustee

Signature: Charles L. Lucas

Parent: Charles L. Lucas

Title: Trustee

Signature: Lynette Mercer

Printed Name: Lynette Mercer

Title: Trustee

CORPORATE ACKNOWLEDGMENT

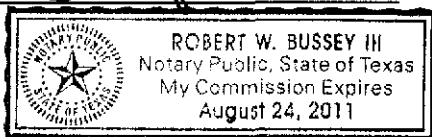
STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 16th day of March, 2009, by Charles L. Lucas as

Trustee of St. Philip Presbyterian Church, a nonprofit corporation, on behalf of said entity.

R. W. Bussey III

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



CORPORATE ACKNOWLEDGMENT

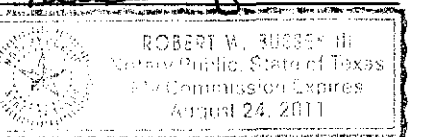
STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 16th day of March, 2009, by Anne Mitchell as

Trustee of St. Philip Presbyterian Church a nonprofit corporation, on behalf of said entity.

R. W. Bussey III

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



STATE OF TEXAS
COUNTY OF TARRANT

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the 16th day of March 2009 by Lynette Mercer as Trustee of St. Philip Presbyterian Church, a nonprofit corporation, on behalf of said entity.

Robert W. Bussey III
Notary Public, State of Texas

ADDENDUM
EXHIBIT "A"

Attached hereto and by reference made a part hereof that certain PAID UP OIL AND GAS LEASE dated March 16th, 2009, by and between ST. PHILIP PRESBYTERIAN CHURCH, as Lessor, and DALE PROPERTY SERVICES, LLC, as Lessee.

1. AGREEMENT SUPERSEDED

The provisions of this Exhibit "A" supersede any provisions to the contrary contained in the lease to which this Exhibit is attached.

2. ADDITIONAL ACREAGE

In addition to the described land, this lease also covers all of Lessor's interest in all strips and gores, accretions, streets, easements, highways, rights-of-way and alleyways contained in the described land and adjacent thereto. The bonus paid for the primary term, the bonus paid for any agreed extension of the primary term, and the royalty shall be based on the area of the leased premises as calculated to the middle of the adjoining streets, alleys, easements, and rights-of-way, unless minerals in those adjoining areas are owned by a different party.

3. PRIMARY TERM

Subject to the other provisions herein contained, this lease is for a term of three (3) years from this date and so long thereafter as oil or gas is produced from the land in paying quantities or this lease is continued in effect as otherwise provided in said lease.

Lessee is hereby given an option, to be exercised prior to the date on which this lease would expire, to extend the term of this lease for one (1) additional period of two (2) years as to the land described and covered herein. To exercise said option and in order to extend this lease, Lessee must pay or tender to Lessor prior to the end of the initial primary term an additional bonus consideration of \$5,000.00 per net mineral acre, and with the extension to otherwise be on other terms and conditions as granted for the primary term of this lease.

4. LEASE BONUS

The cash consideration for Lessor's signing of this lease is a sum equal to \$5,000.00 for each acre of land covered by this lease, to be paid in cash, bank wire, or cashier's check concurrently with the signing of this lease. Also, a notarized and executed copy of this lease will be provided to Lessor at the time this lease is executed.

5. OIL AND GAS ONLY FROM PRODUCING FORMATIONS

Notwithstanding any other provision of this lease, this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith from the well bore, including sulphur) and that all minerals other than oil and gas are excepted from this lease and reserved by Lessor. Solid minerals, such as iron, coal, sand, gravel, clay, uranium and sulphur (apart from sulphur produced through the well bore) are excluded from this lease.

At the expiration of the primary term, this lease shall terminate as to all depths and formations lying below 100 feet below the stratigraphic equivalent of the deepest producing formation.

6. ROYALTY CLAUSE

It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting or marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such transportation costs incurred on an unaffiliated regulated interstate or intrastate gas pipeline which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. In no event shall Lessor ever receive a price that is less than the price to be received by Lessee, or a price less than the price that could have been obtained from a sale in the local market.

7. SHUT-IN ROYALTY

The lease may not be maintained in force and effect after the end of its primary term (as it may be extended) solely by the payment of shut-in royalties for a longer period of time than two (2) years, or for shorter periods of time at various intervals not to exceed in the aggregate four (4) years in all.

8. **POOLING**

Notwithstanding the provisions of Paragraph 6 of this lease, if the leased premises are included in a pooled unit or units, then Lessee agrees to pool all lands (and not just part) of the lands covered by this lease. However, at the expiration of the primary term, only the land that is included in a pooled unit or units shall continue to be held by the lease. The balance of the acreage shall revert to Lessor.

9. **NO USE OF SURFACE OR WATER**

Notwithstanding any other provision of this lease, Lessee shall not enter upon nor use any of the leased premises for drilling on the surface or for any other surface or pipeline operations such as (but not limited to) storing any equipment, materials, or supplies related to drilling operations or pipelines, or for any staging, housing, or transportation of personnel. Any subsurface drilling or operations by Lessee shall in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the land covered herein. Lessee shall not use any water located on or beneath the surface of the leased premises for drilling, water injection, saltwater injection, secondary recovery, or other operations.

Lessee shall not transport gas of a third party or gas produced below the leased premises across the leased premises without a separate written right-of-way agreement.

10. **LEGAL COMPLIANCE**

Lessee shall conduct all operations under this lease in accordance with the rules and regulations of the Railroad Commission of Texas and the city in which the leased premises is located, and Lessee shall strictly observe and comply with all local, state and federal environmental laws and regulations dealing with its operations below or relating to the leased premises.

11. **INDEMNITY**

Lessee, at its sole cost and expense, agrees to defend, indemnify and hold Lessor and Lessor's representatives, successors, and assigns, harmless from and against any and all liabilities, actions, claims, demands, causes of action, damages (including, but not limited to, remedial actions), fines, administrative and judicial proceedings, judgments, orders, enforceable actions, expenses and costs of any kind or character, including (but not limited to) reasonable attorney fees and costs, arising out of or in any way connected with operations by Lessee or its assigns, or their agents, employees, contractors, or invitees, on the leased premises or on the land with which the leased premises are pooled or unitized.

12. **NO WARRANTY OF TITLE**

The lease is entered into by the parties without any warranty of title by, or recourse upon, Lessor whatsoever, not even for the return of the considerations paid for or under this lease. This lease shall be subject to all outstanding liens, restrictions, covenants, easements and other matters appearing of public record in Tarrant County, Texas. Lessee must satisfy itself as to title and acquire all necessary abstracts and other title information at its own expense.

13. **PRODUCTION INFORMATION**

Whenever Lessee files a report with the Railroad Commission of Texas or other governmental authority having jurisdiction, including, but not limited to, applications to drill, well tests, well logs, completion reports, plugging records, production reports and unit designations, Lessee shall, upon written request of Lessor, deliver a copy of said documents to Lessor.

14. **NOISE**

Noise levels associated with Lessee's operations within one mile of the leased premises related to drilling, completion and reworking of wells shall be kept to a reasonable minimum, taking into consideration reasonably available equipment and technology in the oil and gas industry, the level and nature of the development and surface use elsewhere in the vicinity of Lessee's drill sites and the fact that Lessee's operations are being conducted in or near an urban residential area. If Lessee utilizes any non-electric-powered equipment in its operations, Lessee shall take reasonable steps to muffle the sound therefrom by installing a noise suppression muffler or like equipment. Lessee will require any gathering company with whom it contracts to gather gas produced from the leased premises to the same noise abatement standards set forth by this paragraph

15. **BONA FIDE OFFER**

Paragraph 12 of this lease shall be removed and not applicable in said lease.

16. **SUBSURFACE EASEMENT**

The subsurface easement granted in Paragraph 14 of this lease shall not be perpetual but shall terminate upon termination of this lease.

17. **BINDING EFFECT**

This lease shall be binding on the parties hereto and their successors, assigns, heirs and legal representatives.

LESSOR

ST. PHILIP PRESBYTERIAN CHURCH

By (signature): [Signature]
Name (printed): Charles L. Lucas
As Trustee of St. Philip Presbyterian Church

By (signature): [Signature]
Name (printed): Anne Mitchell
As Trustee of St. Philip Presbyterian Church

By: Lynette Mercer
Print: Lynette Mercer
Title: Trustee

LESSEE

DALE PROPERTY SERVICES, LLC

By (signature): [Signature]
Name (printed): Mike Taliaferro
AS: President of Dale Property Services, LLC

ACKNOWLEDGMENTS

**STATE OF TEXAS
COUNTY OF TARRANT**

This instrument was acknowledged before me on the 16th day of March, 2009, by Charles L. Lucas, as Trustee of ST. PHILIP PRESBYTERIAN CHURCH, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

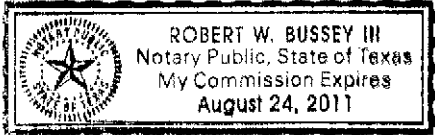
[Signature]
Notary Public of the State of Texas



**STATE OF TEXAS
COUNTY OF TARRANT**

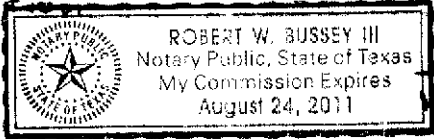
This instrument was acknowledged before me on the 17th day of February, 2009, by Mike Taliaferro, as President of DALE PROPERTY SERVICES, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public of the State of Texas



**STATE OF TEXAS
COUNTY OF TARRANT**

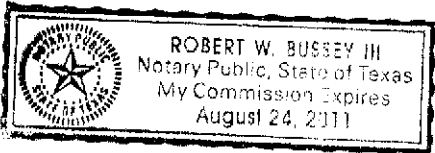
This instrument was acknowledged before me on the 16th day of March, 2009 by Anne Mitchell, as Trustee of St. Philip Presbyterian Church, a Texas nonprofit corporation, on behalf of said corporation.



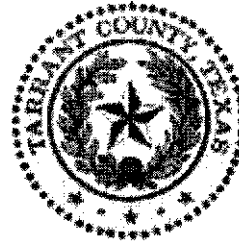
[Signature]
Notary Public of the State of Texas

**STATE OF TEXAS
COUNTY OF TARRANT**

This instrument was acknowledged before me on the 16th day of March, 2009 by Lynette Mercer as Trustee of St. Philip Presbyterian Church, a nonprofit corporation, on behalf of said entity.



[Signature]
Notary Public of the State of Texas



DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 03/16/2009 03:49 PM
Instrument #: D209071460
LSE 6 PGS \$32.00

By: _____

A handwritten signature, possibly "Lg", is written over a horizontal line.



D209071460

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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